

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND
AURORA TOWNSHIP HIGHWAY DEPARTMENT FOR THE IMPROVEMENTS OF
EDGELAWN DRIVE AT BNSF RAILWAY TRACKS LOCATED IN THE CITY OF
AURORA AND AURORA TOWNSHIP, KANE COUNTY, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") by and between the CITY OF AURORA ("CITY") an Illinois home rule municipal corporation, and the AURORA TOWNSHIP HIGHWAY DEPARTMENT ("HIGHWAY DEPARTMENT"), collectively "PARTIES" and individually "PARTY", is entered into this ____ of _____, 2025.

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to contract or otherwise associate among themselves to obtain or share services, do, exercise, combine or transfer any power or function in any manner not prohibited by law to use their credit, revenues, and other reserves to pay costs and to service debt related to intergovernmental activities.

WHEREAS, the CITY has a population of more than 25,000 persons and is therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the CITY is subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the HIGHWAY DEPARTMENT is an Illinois highway department organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, Edgelawn Drive is contained within the jurisdictions of and is operated and maintained both by the HIGHWAY DEPARTMENT and the CITY; and

WHEREAS, the CITY has prepared the Phase I Engineering documents and Phase II Engineering documents for the Edgelawn Drive at BNSF Railway Tracks Crossing project (the "Project"), which is only within CITY jurisdiction; and

WHEREAS, the Edgelawn Drive at BNSF Railway tracks crossing will be closed to traffic during construction and requires a detour that uses Edgelawn Drive, Prairie Street, Terry Avenue, and Jericho Road. Portions of the detour roads, including Edgelawn Drive, Terry Avenue and Jericho Road are under HIGHWAY DEPARTMENT jurisdiction.

WHEREAS, on January 16, 2026, the project describing this crossing improvements is intended to be opened by the Illinois Department of Transportation on the State letting. If needed the project could also be opened on the State letting on March 6, April 24, or June 12 2026; and

WHEREAS, the CITY intends to concur with an award to the bidder with lowest bid as read by the IDOT; and

WHEREAS, both parties have agreed that crossing improvements on Edgelawn Drive by utilizing the bid of the lowest responsible bidder is an exercise of intergovernmental cooperation that is encouraged by both the Illinois Constitution and State Statutes and would benefit both parties and their respective constituents; and

WHEREAS, representatives of the CITY and the HIGHWAY DEPARTMENT have reached a consensus and tentative agreement regarding the scope of improvements and associated costs.

NOW, THEREFORE IT BE AGREED between the CITY and HIGHWAY DEPARTMENT as follows:

1. The CITY and the HIGHWAY DEPARTMENT have agreed that the scope of improvements and associated costs are those set forth in the contract documents for the project that will be on the State letting.
2. The CITY and the HIGHWAY DEPARTMENT have agreed that it is mutually beneficial for the CITY to construct the proposed improvements within CITY jurisdiction and utilize HIGHWAY DEPARTMENT roadways for a detour during construction of said improvements.
3. The Parties agree that nothing herein obligates the Highway Department to pay for any construction and/or engineering costs associated with this Improvement Project.
4. Both Parties herein represent and warrant that they each have the authority to execute this Agreement on behalf of the entities described herein.
5. The invalidity of any provision of this Agreement shall not impair the validity of any other provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement shall be enforced with the provisions severed or as modified by the Court.
6. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court Sixteenth Judicial Circuit, Kane County, Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.
7. This Agreement supersedes any and all prior agreements and understandings, both written and oral, between the Parties with respect to the Project, and represents the entire agreement between the Parties. This Agreement shall inure to the benefit of all

successors and assigns of the Parties hereto. Any Party to this Agreement may propose an amendment. Any amendment shall be effective when executed in writing, by both of the governing bodies of the Parties to this Agreement.

8. The HIGHWAY DEPARTMENT agrees to indemnify and hold harmless the CITY against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring during Project execution pursuant to the terms of this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the CITY. The CITY agrees to indemnify and hold harmless the HIGHWAY DEPARTMENT against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring during Project execution pursuant to the terms of this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the HIGHWAY DEPARTMENT.
9. At all times while this Agreement remains in effect, each Party shall procure adequate insurance and/or self-insurance to protect itself, its officers, employees and agents, from any liability for bodily injury, death, and property damage in connection with the improvements covered by this Agreement.
10. Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the rights, defenses, and immunities provided for or available to either Party under statutory law or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
11. Any statement or writing to be presented to a Party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other Party, as listed below, and shall be deemed presented on the date of mailing.

If to the CITY:

City of Aurora
Attn: Timothy V. Weidner, P.E., Engineering Coordinator
44 E. Downer Place
Aurora, IL 60505

With a copy to:

Klein, Thorpe & Jenkins, Ltd.
Attn: Jason A. Guisinger
15010 S. Ravinia Ave., Ste. 10
Orland Park, IL 60462

If to the HIGHWAY DEPARTMENT:

Aurora Township Highway Department
Attn: Jason Owens, Highway Commissioner
220 Butterfield Road
North Aurora, IL 60542

12. This Agreement is not and shall not be binding upon either Party unless and until executed by both Parties. The Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS HEREOF, the PARTIES hereto have executed this Agreement on date indicated above.

{signature page to follow}

AURORA TOWNSHIP HIGHWAY DEPARTMENT

Representative: JASON OWENS

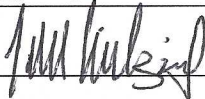
Title: Highway Commissioner

Signature: 

Date: October 15, 2025

Witnessed By: Todd Niedzwiedz

Title: Foreman

Signature: 

Date: October 15, 2025

CITY OF AURORA

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____